

DS E-Tense 3 years Free Service Contract Terms and Conditions

Clause 1: Key Information

Contract Parties: This Contract is between You and Us being Citroen U.K. Limited for a DS Vehicle.

Vehicle: the services apply only to the original Vehicle qualifying for the service plan and are not transferrable to any other vehicle.

Duration: the services apply for the duration set out in clause 3.3 below.

Restrictions to services: the Services will apply to certain types of vehicles, there are restrictions on the types of vehicles and the way that they are used. The Services only apply if performed by an Authorised Repairer.

Geographic considerations: the Services apply in the jurisdictions set out in clause 7.6. You should check carefully before travelling.

Defined terms: We use defined terms in this Contract, these are set out in clause 7.8 below.

Clause 2: Service Levels

Service Level	Level 2
Type of Service	Servicing & Assistance
Roadside Assistance (clause 4)	✓
Routine Servicing (clause 5)	✓

Key

✓ - included

Clause 3: Conditions and Restrictions to the Services

3.1 Eligible Vehicles:

The Vehicle qualifying for the free service plan provided (i) it is still owned by its first registered keeper or (in the case vehicles first registered in the name of the supplying dealer) the second registered keeper, (ii) it is not ineligible as detailed in clause 3.2 below.

3.2 Ineligible vehicles:

- taxis, chauffeur-driven private passenger cars, ambulances, vehicles intended for the transportation of passengers in return for a charge;
- driving school vehicles; and
- vehicles which have been modified or used in competitions or rallies for any Service Level.

3.3 Duration and mileage

The Services start from the date of first registration of the Vehicle. The Services will end on the earlier of:

- the duration of 36 months from date of first registration of the Vehicle;
- the Vehicle exceeding the total mileage limit of 35,000 miles;

3.4 Parts

If We repair or replace parts (under the terms of clause 5), We may use new parts or reconditioned parts, We will not return the replaced parts to You. The parts may be Our branded parts or parts obtained from Our network of Authorised Repairers including (after the expiry of 36 months from the date of first registration of the Vehicle) from the EUROREPAR range.

3.5 General conditions to the Services

The Services including the costs associated (which are parts and labour including tax) are included if they are performed by an Authorised Repairer but are subject to the following:

- the Vehicle must remain registered in the UK, Channel Islands and Isle of Man;
- the Vehicle must have been used and maintained in accordance with the Manufacturer's instructions; these are indicated in the Manufacturer's handbook;
- the servicing operations and checks specified in the Manufacturer's servicing schedule must be recorded in the Vehicle's warranty and maintenance guide. If You don't have this, You must be able to provide supporting documentary evidence (such as servicing monitoring forms, invoices, etc.); and
- the fluid and lubricant levels must have been maintained in accordance with the Manufacturer's instructions; these are indicated in the Manufacturer's handbook;

Clause 4: Roadside Assistance

Complimentary Cover with the sale of your new vehicle

4.1 With the sale of all new vehicles, You will receive a complimentary cover period for Roadside Assistance as described in the table below:-

Complimentary cover period (including self-induced faults) starting from date of registration.		
Brand	Model	Period length
DS	Electric / Hybrid	96 months (8 years)

During this complimentary cover period You will benefit from cover for self-induced faults (as defined in the Complimentary Roadside Assistance terms and conditions found on the DS website:-

<https://www.dsautomobiles.co.uk/ds-services/ds-24-hr-assistance>

Clause 5: Routine Servicing

5.1 This service Contract includes the routine vehicle servicing covering labour and replacement of parts as specified in the Manufacturer's servicing requirements for normal conditions of use of the Vehicle. If You lose Your copy of the Manufacturer's servicing requirements, You can ask one of Our dealers for a copy.

5.2 The Contract does not cover:

- arduous conditions of use according to the Manufacturer's servicing requirements
- all services not expressly covered by the free service plan;
- the periodic inspections of the anti-perforation warranty;
- the locating of noises;
- navigation updates;
- fragrance refills;
- maintenance;
- replacement of wear parts;
- replacement of failed parts;
- the wheels, tyres and their balancing; and
- all other costs and expenses.

Clause 6: Termination

6.1 If one of the parties fails to fulfil one of its obligations specified in the Contract, the other party may terminate the Contract by rights 10 days after sending the party which is in breach of contract formal notification by registered letter with acknowledgement of receipt which has remained without effect.

6.2 The Contract ceases:

- if the Vehicle is written off, following an accident;
- if the Vehicle is stolen and is not found within 30 days following the declaration; or
- if the Vehicle is registered outside the United Kingdom;

To this end, You undertake to inform Us by registered letter with acknowledgement of receipt. The event must be reported within 60 days maximum of the occurrence of the event. The letter must be accompanied:

- if the Vehicle is written off, by a photocopy of the declaration of the insurance company or of the assessor declaring that the Vehicle is classified as a write-off; and
- if the Vehicle is stolen, by a photocopy of the theft report to the appropriate authorities and a photocopy of the Vehicle reimbursement agreement from the insurance company.

Clause 7: General Terms

7.1 You may not assign, novate or transfer any of Your rights or obligations under this Contract.

7.2 You can make a complaint by contacting:

For vehicle related issues contact Customer Care:-

<https://dsautomobiles.my-customerportal.com/dsautomobiles>
or telephone 0800 877 8455

For Roadside Assistance issues contact:-

E-mail: breakdowncustomercare@rac.co.uk

7.3 The Contract is governed by English law and is subject to the Courts of England in respect of any dispute, issue or claim (including contractual, non-contractual, civil and commercial).

7.4 Full details of how we use your personal information are set out in Our privacy policy. If You do not want Us to use Your personal information in the manner described, please email our Data Protection Officer at dataprotectionuk@mpsa.com.

Copies of Our privacy policies are available at:-

<https://www.dsautomobiles.co.uk/privacy>

Alternatively, please contact our Data Protection Co-ordinator in writing by post to:-

Head of Compliance, c/o Customer Care, Peugeot Citroën Automobiles UK Ltd, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

7.5 If You are a consumer then Your rights under the Consumer Rights Act 2015 apply to this Contract.

7.6 Territory: The services provided under this Contract are available to You in the United Kingdom, in any of the Countries of the European Union* and in the following countries or territories:

Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Kosovo, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Vatican.

* On the date of printing of the Contract, the European Union consists of the following countries: Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

For pay and reclaim arrangements when You are travelling abroad in the Territory, please see clause 4.8 above.

7.7 Any amendment to this Contract shall be made in writing and agreed with You and Us.

7.8 Definitions

In this contract (referred to as the "Contract") the terms starting with a capital letter have the following meaning:

- **Authorised Repairer:** means a repairer in Our network authorised by Us to provide the Services as part of an authorised repairer agreement with Us.
- **Self Induced Faults:** means any fault caused by actions or omissions of the driver of the vehicle, for example running out of fuel (or charge in an electric vehicle), punctured tyres, lost, stolen or broken keys, or locking Your keys in Your vehicle.
- **Services:** means the services to be provided as set out in the Service Level
- **Service Level:** means the level of service included with the free service plan as set out in clause 2.
- **Vehicle:** means the motor vehicle benefiting from the Services included as part of the free service plan.
- **Vehicle's Passengers:** means the maximum number of passengers in relation to the legal seating capacity for Your vehicle (excluding the driver).
- **We, Us, Our:** means Citroen U.K. Limited (registered number 191579) with registered office, Pinley House, 2 Sunbeam Way, Coventry CV3 1ND UK.
- **You, Your:** means You, the first registered keeper of the Vehicle the free service plan applies to.